

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MISSOURI  
SOUTHERN DIVISION**

JOHN GOHAGAN and	)	
JESSICA GOHAGAN,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No.
	)	
THE CINCINNATI INSURANCE	)	
COMPANY,	)	
	)	
Defendant.	)	

**JOINT COMPLAINT FOR DECLARATORY JUDGMENT**

COME NOW Plaintiffs, John Gohagan and Jessica Gohagan, and Defendant, The Cincinnati Insurance Company, by and through their undersigned attorneys, and for their Joint Complaint for Declaratory Judgment, state as follows:

- 1) This is an action for declaratory judgment under the Federal Declaratory Judgment Act, 28 U.S.C. §§ 2201 and 2202.
- 2) At all times hereinafter mentioned, Plaintiffs John and Jessica Gohagan were and are residents of the State of Missouri, County of Camden.
- 3) At all times hereinafter mentioned, Defendant The Cincinnati Insurance Company was and is a corporation organized and existing under the laws of the State of Ohio, with its principal place of business in Cincinnati, State of Ohio and authorized by the Missouri Department of Insurance to issue liability insurance policies in the State of Missouri.

- 4) An actual case and controversy exists between the parties as to the existence and extent of insurance coverage under a policy issued by The Cincinnati Insurance Company that may be adjudicated by this Court consistent with U.S. Const. Art. III § 2, cl. 1.
- 5) This Court has jurisdiction over this matter in that the amount in controversy exceeds \$75,000.00 and there is complete diversity between the parties.
- 6) Venue is proper in this judicial district in that Plaintiffs reside within this judicial district, and Defendant has sold products or services which are the subject of this action in this district.
- 7) Plaintiffs and Defendant agree and consent to jurisdiction and venue in this judicial district.
- 8) The only issues to be determined in this declaratory judgment action are the existence and/or extent of coverage under The Cincinnati Insurance Company Businessowners Package Policy, Policy Number EBP 006 15 30, issued by Defendant.
- 9) Plaintiffs and Defendant have entered into a stipulated set of facts attached hereto as Exhibit A and incorporated herein by reference. Said stipulation sets forth in detail the insurance coverage controversy.
- 10) That there is no issue or dispute as to the facts, and the only issue in controversy is a matter of the application of law as to the existence of coverage under the said insurance policy.
- 11) Without a declaratory judgment as to the existence and extent of coverage under the said Policy, Plaintiffs and Defendant have no adequate remedy at law.

WHEREFORE, Plaintiffs and Defendant respectfully request this Court:

1. Order a briefing schedule so that the parties can fully brief the legal issues;
2. Order oral argument on the briefs if this Court deems the same necessary;

3. Provide a declaratory judgment as to the existence of coverage under the policy;
4. If this Court finds the existence of coverage under the policy, Order Defendant to pay said coverage amount along with interest at Nine (9%) Percent per Annum from February 14, 2013 forward per the Confidential Settlement Agreement between the parties; and
5. For such other and further relief as this Court deems just and proper.

PRICE & RANDLE, LLC

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